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10  
11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
13

14 UBER TECHNOLOGIES, INC., a  
15 Delaware corporation; RAISER, LLC, a  
16 Delaware limited liability company,

17 Plaintiffs,

18 v.

19 CERTAIN UNDERWRITERS AT  
20 LLOYDS, LONDON SUBSCRIBING TO  
21 POLICY NO. B0146CYUSA 1400432,  
22 doing business as “Principia Underwriters”;  
23 CERTAIN UNDERWRITERS AT  
24 LLOYDS, LONDON SUBSCRIBING TO  
25 POLICY NO. B0146CYUSA1400588,  
26 doing business as “Aspen Insurance”; and  
27 DOES 1 through 25,

28 Defendants.

Case No.:

**COMPLAINT FOR  
DECLARATORY JUDGMENT**

**NATURE OF THE ACTION**

1. This insurance coverage dispute follows settlement of consolidated nationwide class actions: *Philliben et al. v. Uber Technologies, Inc. et al.*, Case No.

1 3:14-cv-05615-JST (N.D.Cal.) (“*Philliben*”) and *Mena et al. v. Uber Technologies,*  
 2 *Inc.*, Case No. 3:15-cv-00064-JST (N.D. Cal.) (“*Mena*”), the Honorable Jon S. Tigar  
 3 presiding. The *Philliben* and *Mena* actions were later consolidated for all purposes  
 4 on January 4, 2016 (hereafter referred to as “*McKnight*”). See N.D.Cal. Case No.  
 5 3:14-cv-05615-JST (ECF 66).

6 2. The *McKnight* actions involved direct allegations by users arising from  
 7 Uber’s “Safe Rides Fee”, safety measures, and the nature of Uber’s background  
 8 checks (as alleged in more detail below).

9 3. Uber’s primary professional liability insurer, defendant Principia,  
 10 provided Uber with a defense under certain reservations of rights.

11 4. Following Uber’s filing of a motion to compel arbitration and to stay  
 12 the *McKnight* actions, the *McKnight* parties participated in an initial mediation. At  
 13 that mediation, Principia and Aspen agreed to tender their combined limits of \$30  
 14 Million toward funding a settlement of *McKnight*, subject to certain reservations of  
 15 rights which included the right to seek reimbursement of settlement and defense  
 16 costs.

17 5. After protracted negotiations and a tortuous procedural history,  
 18 *McKnight* ended in a \$32.5 Million settlement jointly funded by Uber, Principia and  
 19 Aspen with the latter two exhausting their policy limits of \$20 Million and \$10  
 20 Million, respectively.

## 21 THE PARTIES

22 6. Plaintiffs are Uber Technologies, Inc., a Delaware corporation and  
 23 Raiser, LLC, a Delaware limited liability company (collectively “Uber”).

24 7. Defendant Certain Underwriters At Lloyds, London Subscribing To  
 25 Policy No. B0146CYUSA 1400432 is a consortium of underwriters based in  
 26 London, England and doing business in California as “Principia Underwriters”  
 27 (hereinafter “Principia”).  
 28

1           8. Defendant Certain Underwriters At Lloyds, London Subscribing To  
2 Policy No. B0146CYUSA1400588 is a consortium of underwriters based in  
3 London, England and doing business in California as “Aspen Insurance”  
4 (hereinafter “Aspen”).

5           9. Lloyd’s of London is comprised of various syndicate and company  
6 underwriters who share liability as subscribers to insurance policies issued out of the  
7 London market. These policies typically have multiple subscribers that collectively  
8 are responsible for 100% liability.

9           10. Hereinafter Principia and Aspen are collectively referred to as  
10 “Underwriters” or the “Insurers.”

11           11. On information and belief, at all times relevant to this Complaint, each  
12 Defendant was authorized to transact and transacted business of insurance in the  
13 State of California, as a “non-admitted” or “surplus lines” insurer.

14           12. On information and belief, all of the members of each Defendant are  
15 United Kingdom residents or United Kingdom companies, with principal places of  
16 business in the United Kingdom.

17           13. The true names and capacities of Defendants Does 1 through 25,  
18 inclusive, are unknown to Plaintiffs who therefore sue such Defendants by such  
19 fictitious names. Plaintiffs will amend this complaint to show the true names and  
20 capacities of such Defendants when the same have been ascertained. Plaintiffs are  
21 informed, believe and thereon allege that each of the fictitiously named Defendants  
22 acted or omitted to act as alleged in this complaint, or conspired with, participated  
23 with, aided and abetted, or ratified the acts and omissions of the other Defendants as  
24 alleged in this complaint.

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1 number of riders. See *McKnight*, N.D.Cal. Case No. 3:14-cv-05615-JST, ECF 67, at  
 2 ¶¶ 3-7.

3 21. The options were or have been referred to as UberPool, UberX,  
 4 UberXL, UberSelect, UberBlack, UberSUV, *etc.* Uber charged different fares  
 5 depending on the type of option a consumer ordered. For these options, Uber  
 6 represented that its drivers were “thoroughly screened through a rigorous process it  
 7 developed using industry leading standards.”

8 22. Any person with a qualifying vehicle could apply and become a driver  
 9 to provide transportation under a number of these options.

10 23. When creating an account with Uber, consumers placed a credit or  
 11 debit card or PayPal account on file with Uber to eliminate the need for cash  
 12 payments. When a consumer ordered and/or completed a ride, Uber, as the limited  
 13 payment collections agent on behalf of the driver, facilitated the processing of the  
 14 payment from that consumer, retained a portion for itself and remitted the balance to  
 15 the driver.

16 24. In 2014, Uber began charging a “Safe Rides Fee” (“SRF”) for rides in  
 17 the United States. The SRF was a separate line item on the receipt following a ride.  
 18 The purpose of this charge was to offset various safety-related expenditures  
 19 including, for example, vehicle inspections, insurance for the benefit of riders,  
 20 safety personnel, and innovative features such as cashless transactions and real-time  
 21 GPS tracking of rides. The total amount charged as the “SRF” allegedly fell short of  
 22 the amount Uber spent towards the improvement of rider safety.

## 23 **B. Summary of Class Action Allegations**

24 25. The operative complaint, the *McKnight* CCAC, alleged that the SRF  
 25 was “ostensibly” used to support Uber’s representations that it had “an industry  
 26 leading background check process,” regular motor vehicle checks, and driver safety  
 27 education. See *McKnight*, *supra*, ECF 67 at ¶¶ 5-6. However, the *McKnight* CAAC  
 28

1 alleged Uber’s background checks and other safety measures were “woefully  
 2 inadequate and fell well short” of what was required of “common carriers.” *Ibid.* It  
 3 alleged drivers on the Uber App did not have to undergo criminal background  
 4 checks or fingerprint identification. *Ibid.* It alleged Uber did not provide for “regular  
 5 motor vehicle checks” and the SRF was not used to provide sufficient “driver safety  
 6 education.” *Id.* at ¶¶ 9 and 10.

7 26. The *McKnight* CAAC further alleged that the SRFs collected exceeded  
 8 the money Uber paid to provide the “safest possible platform” and “as a  
 9 consequence, by assessing and charging consumers the Safe Rides Fee,” the  
 10 *McKnight* plaintiffs had been and would continue to be, damaged. *Id.* at ¶ 12 and 13.

11 27. The CAAC alleged Uber’s conduct constituted a breach of implied  
 12 contract and a violation of the unfair competition statutes in three states, California,  
 13 Illinois and Massachusetts, and sought damages, restitution and injunctive relief. *Id.*  
 14 at ¶19.

### 15 16 **C. Summary of Uber’s Defenses to the *McKnight* CAAC**

17 28. Uber filed a motion to stay the class actions and compel arbitration based  
 18 on an arbitration provision in Uber’s Terms and Conditions that a rider signs to use  
 19 the Uber platform. Uber mounted a further procedural defense to class certification.

20 29. Uber also raised merits-based defenses arguing that many of the  
 21 statements featured in the CCAC were used only for a limited period of time, and  
 22 others were likely not actionable as a matter of law (*e.g.*, “safest ride on the road”  
 23 and “safest possible platform”).

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1        30. Uber also argued that plaintiffs had understated the amount Uber spent  
2 on relevant safety expenditures. In particular, Uber argued that plaintiffs failed to  
3 fully consider Uber's insurance costs and costs that related to core components of  
4 the Uber platform that are important to safety (*e.g.*, cashless payments; GPS  
5 tracking). Uber contended that if plaintiffs were to include these costs, then Uber's  
6 safety costs would exceed the revenue collected from the SRF.

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8        **D. Summary of McKnight Settlement**

9        31. In August 2016, the *McKnight* plaintiffs' first attempt to obtain an  
10 order approving of a settlement was rejected by Judge Tigar. Judge Tigar denied  
11 their motion identifying three deficiencies: (1) the settlement provided preferential  
12 treatment to certain class members; (2) the \$28.5 million settlement amount did not  
13 fall within the range of possible approval; and (3) the class did not satisfy  
14 F.R.Civ.R. 23's typicality, commonality, and predominance requirements.

15        32. Plaintiffs and Uber went back to mediation this time before Chief  
16 Magistrate Judge Joseph C. Spero. See, "Order Granting Motion for Preliminary  
17 Approval of Amended Class Action Settlement," *McKnight* ECF 136. The  
18 mediation resulted in a settlement agreement that cured the deficiencies of the first  
19 motion.

20        33. First, the settlement amount increased to \$32.5 million, which was  
21 based roughly on the *McKnight* plaintiffs' alleged damages.

22        34. Second, the settlement also provided for injunctive relief in which Uber  
23 agreed to cease charging a "Safe Rides Fee" and to refrain from using statements  
24 like "safest ride on the road" when describing their safety measures in commercial  
25 advertising. *McKnight*, ECF 136, at p. 3; and ECF 125, at p. 16.

26        35. Due to extensive post settlement litigation following the *McKnight*  
27 settlement, the settlement itself was not finally funded until on or about April 24,  
28 2023.

1           **E. Summary of Principia’s Policy**

2           36. The Principia policy, “Technology, Media and Cyber Liability  
3 Insurance Policy” was Uber’s primary professional liability policy (e.g., primary  
4 errors and omissions) issued on a claims made and reported basis for the period  
5 October 5, 2014 to October 5, 2015<sup>1</sup>. The Policy had a Retroactive Date of  
6 September 5, 2012.

7           37. The Principia Policy provided limits of \$20,000,000 in the aggregate  
8 for the Policy Period for all Claims, costs and expenses. The limit of liability was  
9 subject to a \$250,000 Retention for each and every Claim; however, Claims,  
10 Damages and Costs in connection with class action lawsuits were subject to a  
11 \$500,000 Retention for each and every Claim. As *McKnight* involved class action  
12 allegations, the Retention was \$500,000.

13           38. Under Insuring Agreement *A. Technology Solutions Liability*, Principia  
14 agreed to pay any **Damages** including **Costs** which Uber became legally required to  
15 pay as a result of a Claim brought by a Third Party due to an actual or alleged  
16 Technology Wrongful Act arising from its provision of Technology Solutions.

17           39. Under Insuring Agreement *B. Media and Intellectual Property*  
18 *Liability*, Principia agreed to pay any **Damages** including **Costs** which Uber became  
19 legally required to pay as a result of a **Claim** due to an actual or alleged **Media or**  
20 **Intellectual Property Wrongful Act** arising from Uber’s **Media Activities**.

21           40. The Policy contains the following relevant definitions:

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23                   **Claim** means: i. A written demand for monetary damages, non-  
24 monetary relief or injunctive relief; or ii. A civil proceeding

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25  
26           <sup>1</sup> The Principia policy and its terms are incorporated by reference into the allegations of this  
27 Complaint. A copy has not been attached due to volume and because the document contains certain  
28 proprietary and otherwise commercially sensitive information. Each party to this action has a  
complete copy of the Principia policy and a copy can be provided to the Court upon request.



1 against any Insured, seeking monetary damages or nonmonetary  
 2 or injunctive relief, commenced by the service of a complaint or  
 3 similar proceeding; or iii. Written demand that the Insured toll or  
 4 waive a statute of limitations; or iv. **Cyber Extortion Demand;**  
 5 or v. \* \* \*; or vii. An arbitration commenced by receipt of a  
 6 written request, demand or invitation to arbitrate, or similar  
 7 communication; or viii. An invitation to enter into alternative  
 8 dispute resolution, including, where applicable, any appeal  
 9 therefrom; ix. \* \* \*; or x. Any decision or order of the Federal  
 10 Trade Commission or any other regulatory body with  
 11 responsibility for **Your** industry in connection with **Your Media**  
 12 **Activities.**

13  
 14 **C-Suite** means current persons holding any of the following  
 15 positions: **Named Insured's** Chief Technology Officer, Chief  
 16 Operating Officer, Chief Financial Officer, Chief Executive  
 17 Officer, Chief Risk Officer or Chief Information Officer of  
 18 functional equivalents.

19  
 20 **Damages** means monetary judgments, statutory damages,  
 21 consumer redress fund, award, settlement, or punitive, exemplary  
 22 damages where insurable by law and subject to the venue most  
 23 favourable to You.

24  
 25 **Damages** also includes: i. Fines, penalties pursuant to coverage  
 26 available under **Claim** sub-section v or xi, where insurable by  
 27 law. The insurability of such fines and penalties will be  
 28 determined by the venue most favourable to **You.** \* \* \*; ii.

1 Amounts payable pursuant to coverage available under Claim  
 2 sub-section vi.

3  
 4 **Media Activities** means the provision of spoken or written work,  
 5 imagery and communication by or on behalf of **You** in the  
 6 ordinary course of **Your Business** (including public  
 7 engagements), . . . .

8  
 9 **Media and Intellectual Property Wrongful Act** means: 1.  
 10 Misstatement, misrepresentation or the misuse of information; or  
 11 ii. \* \* \* or iii. An infringement of any form of intellectual  
 12 property (except patents) and any unfair competition or  
 13 misleading business practices thereon; or iv. \* \* \* ; or v. Any  
 14 unintentional misrepresentative advertising or the breach of any  
 15 advertising regulation or statute; or \* \* \*

16  
 17 **Technology Solutions** means the services performed for others  
 18 by or on behalf of **You** in the ordinary course of **Your** business  
 19 activities, and also means the provision of any computer and  
 20 telecommunications products in the ordinary course of **Your**  
 21 **Business** including hardware or software developed, created,  
 22 manufactured, sold, leased, licensed, handled, distributed,  
 23 installed, repaired, serviced, updated, developed or disposed of  
 24 by **You**, or by others trading under **Your** name, including: i.  
 25 Containers, packaging, labeling, instructions, materials,  
 26 components, parts or equipment furnished in connection with  
 27 such goods or products; and ii. Warranties or representation  
 28 made at any time with respect to the fitness, quality, durability,

performance or use of the goods or products; and the providing of or failure to provide warnings or instructions.

**Technology Wrongful Act** means: i. **Bodily Injury**, but only in the provision of **Technology Solutions**; or ii. \* \* \* iii. Any negligent act, error, omission, or negligent misstatement; or iv. A breach of a written, verbal, express or implied contract resulting from the failure of **Technology Solutions** to meet the agreed specifications, delivery timescale and/or the failure to use reasonable skill and care; or iv. \* \* \*;

**12. Notification of a Claim:** a) it is a condition precedent to cover under this Policy that You shall notify Insurers in writing as soon as practicable but no later than 90 days after the C-Suite discovers or is first made aware of a Claim during the Policy period (or Extended Reporting Period if applicable), or within 60 days after the Policy Period.

41. The Principia Policy also includes the following relevant exclusions:

2. Arising out of any circumstance(s) which could give rise to a **Claim** under this Policy of which **Your C-Suite** was aware prior to the earlier of the Inception Date of this Policy as shown in the Declarations Page or the first inception date of the policy which this Policy is a renewal of.

3. Arising out of any deliberate, dishonest, fraudulent or criminal acts by **You** acting with the knowledge or consent on **Your C-Suite**, however this exclusion shall not apply to

1           **Costs** incurred in defending any such Claim or loss alleging  
 2           the foregoing until there is a final adjudication establishing  
 3           such conduct in the underlying proceeding, at which time **You**  
 4           shall reimburse Insurers for all such **Costs** incurred.

5  
 6           4.     For or arising out of any actual antitrust violation,  
 7           restraint of trade, unfair competition, false, deceptive or unfair  
 8           trade practices, violation of consumer protection laws or  
 9           false or deceptive advertising, notwithstanding any coverage  
 10          available under Section LB (Media or Intellectual Property  
 11          Liability) or I.C.1. (Breach of Network Security & Privacy  
 12          Liability).

#### 13 14           **F.     Summary of Aspen's Excess Policy**

15          42.     The Aspen excess policy, styled "WNM Professional Indemnity  
 16          (Excess: Aggregate Costs Inclusive)", was issued for the October 5, 2014 to October  
 17          5, 2015 policy period on a follow form basis and provided \$10 Million in excess to  
 18          Principia's \$20 Million with a Retroactive date of September 5, 2012.<sup>2</sup>

19          43.     As such, Aspen is subject to the terms and conditions of the Principia  
 20          policy including Uber's underwriting submissions set forth *infra*.

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 26          <sup>2</sup> The Aspen policy and its terms are incorporated by reference into the allegations of this Complaint.  
 27          A copy has not been attached due to volume and because the document contains certain proprietary  
 28          and otherwise commercially sensitive information. Each party to this action has a complete copy of  
 the Aspen policy and a copy can be provided to the Court upon request.

**G. Summary of Uber’s Underwriting Submission and Warranty Statement**

44. As part of the application process for insurance, Principia required Uber to complete and sign two documents: (a) a 23 page “Underwriting Submission” and (b) a one-page Warranty Statement, which expressly incorporates by reference Uber’s responses to the Underwriting Submission.

45. The Underwriting Submission consisted of Sections 1 through 12 titled as follows: (1) “General Information”; (2) “Contracts”; (3) “Regulatory Compliance”; (4) “Information & Technology Security”; (5) “Human Resource and Internet Control”; (6) “Communication Compliance”; (7) “Media Content”; (8) “Merchandise & Advertising” (crossed-out by large red “X”); (9) “Product Endorsement” (crossed-out by large red “X”); (10) “Payment Transactions”; (11) “Third-Party Due Diligence”; (12) “Incidents or Claims History” (crossed-out by large red “X”).

46. Because “Section 12 - Claims History” was crossed-out, there were no required answers to any of the twelve separate questions contained in Section 12.

47. The relevant portion of the Warranty Statement provided as follows:

Statements made *solely* for the \$10M xs \$20M E&O Limits of Liability (“Proposed Coverage”).” ☒ Is the Applicant, any of its principals, officers or directors or the individual signing this Warranty Statement aware of any fact or circumstances reasonably likely to give rise to a Claim to the Proposed Coverage arising out of the activities described in the underwriting submission previously provided? ☐ Yes ☒ No

**IT IS UNDERSTOOD AND AGREED THAT ANY CLAIM ARISING FROM ANY PRIOR OR PENDING**

**PROCEEDING, OR KNOWN FACT OR  
CIRCUMSTANCES, IS EXCLUDED FROM THE  
PROPOSED COVERAGE.**

The undersigned Officer of the Applicant declares that to the best of his or her knowledge on behalf of himself/ herself, Uber Technologies, Inc., any Subsidiary thereof, and all such Insureds that the statements set forth herein are true and correct. The undersigned further agrees that if any significant adverse change in the condition of the applicant is discovered between the date of this Warranty Statement and the effective date of the Proposed Coverage, which would render this Warranty Statement inaccurate or incomplete, notice of such change, will be reported in writing to the Insurer immediately. The signing of this Warranty Statement does not bind the undersigned to purchase the insurance. [¶] With respect to any liability coverage part, it is agreed by the Company and the Applicant that the particulars and statements contained herein, are material and any Policy in force or subsequently issued is issued in reliance upon the truth of such statements; provided, however, that the knowledge of one Insured Person shall not be imputed to any other Insured Person for purposes of determining the validity of this Policy. Only the knowledge of the undersigned Officer, CEO, CFO, COO and Chairman of the Board will impute to the Named Insured. [¶] This Warranty Statement is deemed a part of any Application for insurance submitted to the Insurer.

**H. Summary of the District Attorneys' Letter**

48. On September 24, 2014, the District Attorneys for the counties of Los Angeles and San Francisco advised Uber in a joint letter of their investigation into Uber's operations ("DA's letter").

49. The DA's letter identified four areas of interest:

1. Making representations on or through Uber's mobile app, website, public statements, customer receipts that Uber drivers pass an "industry leading" background check; [¶] 2. Failing to submit Uber's mobile app for approval by the California Department of Food and Ag, Div. of Meas. Stds. (DMS) in violation of Business & Professions Code § 12500.5; [¶] Operating at California airports in violation of the license granted by the California Public Utilities Commission; and [¶] Calculating "UberPool" fares on an individual-fare bases in violation of Public Utilities § 5401.

50. The DA's letter asked Uber to agree to a meeting to discuss resolution of these issues in a meeting with the San Francisco District Attorney's office prior to its filing an action under Business and Professions Code §§ 17200, *et seq.*, and 17500, *et seq.*

51. The DA's letter then made the following requests:

1. Remove all references to "industry leading" background checks from Uber's mobile app, website, public statements, and customer receipts; 2. Submit equipment, software, and any other information required by DMS for type approval of Uber's commercial measuring technology; 3. Stop drivers from operating at any California airport unless expressly authorized by the airport authority; and 4. Remove UberPool from the Uber platform.

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58. An actual controversy exists between Uber on the one hand, and the Underwriters, on the other hand, regarding the rights and obligations under the Principia and Aspen policies insofar as Uber disputes the Underwriters' contention that they are entitled to reimbursement of the policy benefits paid on Uber's behalf rendering it necessary and proper for the Court to determine whether the DA's letter constituted prior notice of a "**Claim**" that under Exclusion 2 bars coverage, in whole or in part, for the *McKnight* action.

**COUNT II**  
**DECLARATORY JUDGMENT**  
**DAMAGES NOT RESTITUTION**

59. Uber repeats and realleges paragraphs 1 through 58, above as though fully set forth therein.

60. The Defendant Underwriters contend the settlement money they paid on behalf of Uber towards settlement of the *McKnight* action constituted "restitution" of the Safe Ride Fees paid by users of Uber's ride sharing application to Uber.

61. The Underwriters further contend that under California law the "restitution" paid on Uber's behalf does not fall within the policy meaning of "**Damages.**" The Underwriters further contend that the money paid to settle the *McKnight* action constitutes disgorgement of profits which are not covered under their policies as a matter of law.

62. Uber contends that settlement of the *McKnight* action constituted payment of compensatory "**Damages**" arising out of the *McKnight* action's claims of breach of implied contract.

63. An actual controversy exists between Uber on the one hand, and the Underwriters, on the other hand, regarding the rights and obligations under the Principia and Aspen policies insofar as Uber disputes the

Underwriters' contention that they are entitled to reimbursement of the settlement money because such money paid on Uber's behalf constituted "restitution."

### COUNT III

#### DECLARATORY RELIEF

#### NO OTHER EXCLUSIONS BAR COVERAGE

64. Uber repeats and realleges paragraphs 1 through 63, above as though fully set forth therein.

65. Defendant Underwriters contend that one or more policy exclusions preclude coverage for the *McKnight* action entitling Defendants to reimbursement of policy benefits paid on Uber's behalf toward settlement of the *McKnight* action.

66. Defendant Underwriters contend the policy exclusions set forth in Paragraph 36, *supra*, bar coverage in whole or in part for the *McKnight* action, entitling Defendants to reimbursement of policy benefits paid on Uber's behalf toward settlement of the *McKnight* action.

67. Defendant Underwriters further contend that *California Insurance Code* § 533, acts as a "statutory exclusion" which precludes coverage for a loss caused by the willful act of the insured bars coverage for the *McKnight* action.

68. Uber contends that neither the policy Exclusions nor *California Insurance Code* § 533 are applicable nor do they provide any basis for the Underwriters' contention that they are entitled to reimbursement of policy benefits paid on Uber's behalf for the settlement of the *McKnight* action.

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69. An actual controversy exists between Uber on the one hand, and the Underwriters, on the other hand, regarding the rights and obligations under the Principia and Aspen policies insofar as Uber disputes the Underwriters' contention that the above alleged exclusions apply and further contends that the Underwriters are not entitled to reimbursement.

### **PRAYER FOR RELIEF**

Wherefore, Uber prays for judgment as follows:

#### **On the First Count for Declaratory Judgment**

1. For a declaration that the DA's letter does not constitute prior notice of a "**Claim**" under the Principia policy and, as such, Exclusion 2 does not bar coverage, in whole or in part, for the *McKnight* action and does not entitle Underwriters to reimbursement of policy benefits paid toward settlement of the *McKnight* action.

#### **On the Second Count for Declaratory Judgment**

2. For a declaration that the *McKnight* settlement was not based in whole or in part on any claim for restitution and/or disgorgement of profits and that Defendant Underwriters are not entitled to reimbursement of settlement money paid on Uber's behalf on said grounds.

#### **On the Third Count for Declaratory Judgment**

3. For a declaration that no policy or statutory exclusion applies to bar coverage for the *McKnight* action and that Defendant Underwriters are not as a matter of law entitled to reimbursement of any policy benefits paid toward settlement of the *McKnight* action.

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1 4. For such other relief as the Court deems proper.  
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4 Dated: January 24, 2024

Respectfully submitted,  
COLLINS | FORD, LLP

5 BY: s/ Michael D. Collins  
6 Michael D. Collins  
7 Attorneys for Plaintiffs Uber Technologies,  
8 Inc., and Raiser, LLC  
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